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9 Attorneys for Plaintiff
UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 SYLVEIN WILLIAM MAXIMILIAN
16 D'HABSBURG XVII,
aka "Sylvein D'Habsburg,"
17 aka "Sylvein Scalleone,"

18 Defendant.

No. CR 2:24-CR-00718-MWC

19 PLEA AGREEMENT FOR DEFENDANT
SYLVEIN WILLIAM MAXIMILIAN
D'HABSBURG XVII

20 1. This constitutes the plea agreement between Sylvein William
21 Maximilian D'Habsburg XVII ("defendant") and the United States
22 Attorney's Office for the Central District of California (the "USAO")
23 in the investigation of the fraudulent investment scheme related to
24 Wild Rabbit Technologies LLC and BAI Intelligence LLC. This
25 agreement is limited to the USAO and cannot bind any other federal,
26 state, local, or foreign prosecuting, enforcement, administrative, or
27 regulatory authorities.
28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a single-count information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with wire fraud in violation of 18 U.S.C. § 1343.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

h. Defendant agrees that any and all criminal debt ordered by the Court will be due in full and immediately. The government is not precluded from pursuing, in excess of any payment schedule set by the Court, any and all available remedies by which to

1 satisfy defendant's payment of the full financial obligation,
2 including referral to the Treasury Offset Program.

3 i. Complete the Financial Disclosure Statement on a form
4 provided by the USAO and, within 30 days of defendant's entry of a
5 guilty plea, deliver the signed and dated statement, along with all
6 of the documents requested therein, to the USAO by either email at
7 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial
8 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los
9 Angeles, CA 90012. Defendant agrees that defendant's ability to pay
10 criminal debt shall be assessed based on the completed Financial
11 Disclosure Statement and all required supporting documents, as well
12 as other relevant information relating to ability to pay.

13 j. Authorize the USAO to obtain a credit report upon
14 returning a signed copy of this plea agreement.

15 k. Consent to the USAO inspecting and copying all of
16 defendant's financial documents and financial information held by the
17 United States Probation and Pretrial Services Office.

18 3. Defendant further agrees:

19 a. To forfeit all right, title, and interest in and to
20 any and all monies, properties, and/or assets of any kind, derived
21 from or acquired as a result of, or used to facilitate the commission
22 of, or involved in the illegal activity to which defendant is
23 pleading guilty, specifically including, but not limited to, the
24 following:

25 i. One 1933 Rolls-Royce Phantom II Continental
26 Sedan de Ville by Barker;

27 ii. One 1964 Rolls Royce SCT100 Phantom V by James
28 Young;

1 iii. One Pair of Italian Carved Giltwood Thrones,
2 Italian, Circa 1860;

3 iv. One Finely Carved Venetian Baroque Style Figural
4 Walnut Throne Chair, in the Manner of Andrea Brustolon, Italian,
5 Circa 1890;

6 v. One Pair of Portuguese Baroque Paint and Parcel
7 Guild Columns, late 17th Century; and

8 vi. Paired Italian Marble Columns, 12th to 13th
9 Century (collectively, the "Forfeitable Property").

10 b. To the Court's entry of an order of forfeiture at or
11 before sentencing with respect to the Forfeitable Property and to the
12 forfeiture of the property.

13 c. That the Preliminary Order of Forfeiture shall become
14 final as to the defendant upon entry.

15 d. To take whatever steps are necessary to pass to the
16 United States clear title to the Forfeitable Property, including,
17 without limitation, the execution of a consent decree of forfeiture
18 and the completing of any other legal documents required for the
19 transfer of title to the United States.

20 e. Not to contest any administrative forfeiture
21 proceedings or civil judicial proceedings commenced against the
22 Forfeitable Property. If defendant submitted a claim and/or petition
23 for remission for all or part of the Forfeitable Property on behalf
24 of himself or any other individual or entity, defendant shall and
25 hereby does withdraw any such claims or petitions, and further agrees
26 to waive any right he may have to seek remission or mitigation of the
27 forfeiture of the Forfeitable Property. Defendant further waives any
28 and all notice requirements of 18 U.S.C. § 983(a)(1)(A).

1 f. Not to assist any other individual in any effort
2 falsely to contest the forfeiture of the Forfeitable Property.

3 g. Not to claim that reasonable cause to seize the
4 Forfeitable Property was lacking.

5 h. To prevent the transfer, sale, destruction, or loss of
6 the Forfeitable Property to the extent defendant has the ability to
7 do so.

8 i. To fill out and deliver to the USAO a completed
9 financial statement listing defendant's assets on a form provided by
10 the USAO.

11 j. That forfeiture of Forfeitable Property shall not be
12 counted toward satisfaction of any special assessment, fine,
13 restitution, costs, or other penalty the Court may impose.

14 k. To the entry as part of defendant's guilty plea of a
15 personal money judgment of forfeiture against defendant in the amount
16 of \$5,947,000, which sum defendant admits was derived from proceeds
17 traceable to, used to facilitate, or involved in the violations
18 described in the factual basis. Defendant understands that the money
19 judgment of forfeiture is part of defendant's sentence, and is
20 separate from any fines or restitution that may be imposed by the
21 Court.

22 4. With respect to any criminal forfeiture ordered as a result
23 of this plea agreement, defendant waives: (1) the requirements of
24 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice
25 of the forfeiture in the charging instrument, announcements of the
26 forfeiture sentencing, and incorporation of the forfeiture in the
27 judgment; (2) all constitutional and statutory challenges to the
28 forfeiture (including by direct appeal, habeas corpus or any other

1 means); and (3) all constitutional, legal, and equitable defenses to
2 the forfeiture of the Forfeitable Property or the money judgment of
3 forfeiture in any proceeding on any grounds including, without
4 limitation, that the forfeiture of the Forfeitable Property or the
5 money judgment of forfeiture constitute an excessive fine or
6 punishment. Defendant acknowledges that forfeiture of the
7 Forfeitable Property and entry of the money judgment of forfeiture
8 are part of the sentence that may be imposed in this case and waives
9 any failure by the Court to advise defendant of this, pursuant to
10 Federal Rule of Criminal Procedure 11(b)(1)(J), at the time the Court
11 accepts defendant's guilty plea.

12 THE USAO'S OBLIGATIONS

13 5. The USAO agrees to:

14 a. Not contest facts agreed to in this agreement.

15 b. Abide by all agreements regarding sentencing contained
16 in this agreement.

17 c. At the time of sentencing, provided that defendant
18 demonstrates an acceptance of responsibility for the offense up to
19 and including the time of sentencing, recommend a two-level reduction
20 in the applicable Sentencing Guidelines offense level, pursuant to
21 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
22 additional one-level reduction if available under that section.

23 NATURE OF THE OFFENSE

24 6. Defendant understands that for defendant to be guilty of
25 the crime charged in the sole count of the information, that is, wire
26 fraud, in violation of 18 U.S.C. § 1343, the following must be true:
27 (1) defendant knowingly participated in or devised a scheme or plan
28 to defraud for the purpose of obtaining money or property by means of

1 false pretenses, representations, or promises, or omitted facts; (2)
2 the statements made or facts omitted as part of the scheme were
3 material; that is, they had a natural tendency to influence, or were
4 capable of influencing, a person to part with money or property; (3)
5 defendant acted with the intent to defraud; that is, the intent to
6 deceive and cheat; and (4) defendant used, or caused to be used, an
7 interstate wire communication to carry out or attempt to carry out an
8 essential part of the scheme.

9 PENALTIES AND RESTITUTION

10 7. Defendant understands that the statutory maximum sentence
11 that the Court can impose for a violation of Title 18, United States
12 Code, Section 1343, is: 20 years' imprisonment; a 3-year period of
13 supervised release; a fine of \$250,000 or twice the gross gain or
14 gross loss resulting from the offense, whichever is greatest; and a
15 mandatory special assessment of \$100.

16 8. Defendant understands that defendant will be required to
17 pay full restitution to the victim(s) of the offense to which
18 defendant is pleading guilty. Defendant agrees that, in return for
19 the USAO's compliance with its obligations under this agreement, the
20 Court may order restitution to persons other than the victim(s) of
21 the offense to which defendant is pleading guilty and in amounts
22 greater than those alleged in the count to which defendant is
23 pleading guilty. In particular, defendant agrees that the Court may
24 order restitution to any victim of any of the following for any
25 losses suffered by that victim as a result of any relevant conduct,
26 as defined in U.S.S.G. § 1B1.3, in connection with the offense to
27 which defendant is pleading guilty. The parties currently believe
28 that the applicable amount of restitution is approximately

1 \$5,947,000, but recognize and agree that this amount could change
2 based on facts that come to the attention of the parties prior to
3 sentencing.

4 9. Defendant understands that supervised release is a period
5 of time following imprisonment during which defendant will be subject
6 to various restrictions and requirements. Defendant understands that
7 if defendant violates one or more of the conditions of any supervised
8 release imposed, defendant may be returned to prison for all or part
9 of the term of supervised release authorized by statute for the
10 offense that resulted in the term of supervised release, which could
11 result in defendant serving a total term of imprisonment greater than
12 the statutory maximum stated above.

13 10. Defendant understands that, by pleading guilty, defendant
14 may be giving up valuable government benefits and valuable civic
15 rights, such as the right to vote, the right to possess a firearm,
16 the right to hold office, and the right to serve on a jury. Defendant
17 understands that he is pleading guilty to a felony and that it is a
18 federal crime for a convicted felon to possess a firearm or
19 ammunition. Defendant understands that the conviction in this case
20 may also subject defendant to various other collateral consequences,
21 including but not limited to revocation of probation, parole, or
22 supervised release in another case and suspension or revocation of a
23 professional license. Defendant understands that unanticipated
24 collateral consequences will not serve as grounds to withdraw
25 defendant's guilty plea.

26 11. Defendant and his counsel have discussed the fact that, and
27 defendant understands that, if defendant is not a United States
28 citizen, the conviction in this case makes it practically inevitable

1 and a virtual certainty that defendant will be removed or deported
2 from the United States. Defendant may also be denied United States
3 citizenship and admission to the United States in the future.
4 Defendant understands that while there may be arguments that
5 defendant can raise in immigration proceedings to avoid or delay
6 removal, removal is presumptively mandatory and a virtual certainty
7 in this case. Defendant further understands that removal and
8 immigration consequences are the subject of a separate proceeding and
9 that no one, including his attorney or the Court, can predict to an
10 absolute certainty the effect of his conviction on his immigration
11 status. Defendant nevertheless affirms that he wants to plead guilty
12 regardless of any immigration consequences that his plea may entail,
13 even if the consequence is automatic removal from the United States.

14 FACTUAL BASIS

15 12. Defendant admits that defendant is, in fact, guilty of the
16 offense to which defendant is agreeing to plead guilty. Defendant
17 and the USAO agree to the statement of facts provided below and agree
18 that this statement of facts is sufficient to support a plea of
19 guilty to the charge described in this agreement and to establish the
20 Sentencing Guidelines factors set forth in paragraph 14 below but is
21 not meant to be a complete recitation of all facts relevant to the
22 underlying criminal conduct or all facts known to either party that
23 relate to that conduct.

24 Beginning on a date unknown, but no later than January 16, 2018,
25 and continuing through at least June 26, 2023, in Los Angeles County,
26 within the Central District of California, and elsewhere, defendant,
27 together with others known and unknown, knowingly, and with intent to
28 defraud, devised and participated in a scheme to defraud investors

1 for the purpose of obtaining money or property by means of materially
2 false pretenses, representations, promises, and the concealment of
3 material facts.

4 Defendant carried out the fraudulent scheme with the intent to
5 defraud, in substance, as follows:

6 Beginning on a date unknown, but no later than January 16, 2018,
7 and continuing through at least June 26, 2023, defendant was the
8 owner of two California-based businesses, Wild Rabbit Technologies
9 LLC ("Wild Rabbit") and BAI Intelligence LLC ("BAI Intelligence"),
10 that marketed an alleged artificial intelligence ("AI") technology.
11 Defendant would hire recruiters to identify potential investors for
12 Wild Rabbit and BAI Intelligence in the local Filipino community,
13 including elderly church parishioners. Defendant would then invite
14 those potential investors to attend investment presentations at
15 defendant D'HABSBURG's office in Downtown Los Angeles, where
16 defendant D'HABSBURG would conduct demonstrations of his alleged AI
17 technology, which he would claim could predict the future and detect
18 a COVID-19 infection based solely on a video recording, among other
19 things.

20 At these investment presentations, in order to induce victim-
21 investors to send him money, defendant D'HABSBURG would make and
22 cause to be made false representations and promises and would
23 maintain false pretenses, which defendant D'HABSBURG knew were false
24 at the time they were made, including the following:

- 25 • That defendant had already secured approximately \$500
26 million in investments for Wild Rabbit and BAI
27 Intelligence, including from the Harvard University
28 endowment, Kobe Bryant, Michael Jordan, Joel Osteen, Steve

1 Wozniak, and others. In fact, as defendant then knew, none
2 of those individuals or entities had invested in Wild
3 Rabbit or BAI Intelligence.

- 4 • That U.S. Secretaries of State Mike Pompeo and Hillary
5 Clinton had consulted with defendant D'HABSBURG about his
6 AI technology. In fact, as defendant then knew, neither
7 Mike Pompeo nor Hillary Clinton had consulted with
8 defendant about his purported AI technology or companies.
- 9 • That defendant would use investment funds to further
10 research into his AI technology by hiring personnel and
11 obtaining patents.

12 Contrary to defendant representations about how he would use
13 investor funds, which defendant knew were false at the time they were
14 made, defendant would use investor funds for personal use, including
15 spending hundreds of thousands of dollars on luxury cars, rare
16 antiques, carved wooden throne chairs, high-end clothing, and cash
17 withdrawals. These included:

- 18 • One 1933 Rolls-Royce Phantom II Continental Sedan de
19 Ville by Barker;
- 20 • One 1964 Rolls Royce SCT100 Phantom V by James Young;
- 21 • One Pair of Italian Carved Giltwood Thrones, Italian, Circa
22 1860;
- 23 • One Finely Carved Venetian Baroque Style Figural Walnut
24 Throne Chair, in the Manner of Andrea Brustolon, Italian,
25 Circa 1890;
- 26 • One Pair of Portuguese Baroque Paint and Parcel Guild
27 Columns, late 17th Century; and
- 28 • Paired Italian Marble Columns, 12th to 13th Century.

1 On or about April 15, 2020, in Los Angeles County, for the
 2 purpose of executing the above-described scheme to defraud, namely,
 3 the misuse and misappropriation of investor funds fraudulently
 4 obtained in the name of BAI Intelligence, defendant caused a victim
 5 investor to transmit, by means of wire communications in interstate
 6 commerce, approximately \$224,378.43 to a U.S. Bank account ending in
 7 -6835 held in the name of defendant.

8 As a result of his fraudulent scheme to defraud investors,
 9 defendant D'HABSBURG caused investors a total of approximately \$5.947
 10 million in losses.

11 SENTENCING FACTORS

12 13. Defendant understands that in determining defendant's
 13 sentence the Court is required to calculate the applicable Sentencing
 14 Guidelines range and to consider that range, possible departures
 15 under the Sentencing Guidelines, and the other sentencing factors set
 16 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 17 Sentencing Guidelines are advisory only, that defendant cannot have
 18 any expectation of receiving a sentence within the calculated
 19 Sentencing Guidelines range, and that after considering the
 20 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 21 be free to exercise its discretion to impose any sentence it finds
 22 appropriate up to the maximum set by statute for the crime of
 23 conviction.

24 14. Defendant and the USAO agree to the following applicable
 25 Sentencing Guidelines factors:

26	Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(2)
27	Specific Offense		
28	Characteristics: Loss Amount	+18	U.S.S.G. § 2B1.1(b)(1)(J)

1 Defendant and the USAO reserve the right to argue that additional
2 specific offense characteristics, adjustments, and departures under
3 the Sentencing Guidelines are appropriate.

4 15. Defendant understands that there is no agreement as to
5 defendant's criminal history or criminal history category.

6 16. Defendant and the USAO reserve the right to argue for a
7 sentence outside the sentencing range established by the Sentencing
8 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
9 (a)(2), (a)(3), (a)(6), and (a)(7).

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 17. Defendant understands that by pleading guilty, defendant
12 gives up the following rights:

13 a. The right to persist in a plea of not guilty.

14 b. The right to a speedy and public trial by jury.

15 c. The right to be represented by counsel -- and if
16 necessary have the Court appoint counsel -- at trial. Defendant
17 understands, however, that, defendant retains the right to be
18 represented by counsel -- and if necessary have the Court appoint
19 counsel -- at every other stage of the proceeding.

20 d. The right to be presumed innocent and to have the
21 burden of proof placed on the government to prove defendant guilty
22 beyond a reasonable doubt.

23 e. The right to confront and cross-examine witnesses
24 against defendant.

25 f. The right to testify and to present evidence in
26 opposition to the charges, including the right to compel the
27 attendance of witnesses to testify.

1 g. The right not to be compelled to testify, and, if
2 defendant chose not to testify or present evidence, to have that
3 choice not be used against defendant.

4 h. Any and all rights to pursue any affirmative defenses,
5 Fourth Amendment or Fifth Amendment claims, and other pretrial
6 motions that have been filed or could be filed.

7 WAIVER OF APPEAL OF CONVICTION

8 18. Defendant understands that, with the exception of an appeal
9 based on a claim that defendant's guilty plea was involuntary, by
10 pleading guilty defendant is waiving and giving up any right to
11 appeal defendant's conviction on the offense to which defendant is
12 pleading guilty. Defendant understands that this waiver includes,
13 but is not limited to, arguments that the statute to which defendant
14 is pleading guilty is unconstitutional, and any and all claims that
15 the statement of facts provided herein is insufficient to support
16 defendant's plea of guilty.

17 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18 19. Defendant gives up the right to appeal all of the
19 following: (a) the procedures and calculations used to determine and
20 impose any portion of the sentence; (b) the term of imprisonment
21 imposed by the Court; (c) the fine imposed by the Court, provided it
22 is within the statutory maximum; (d) to the extent permitted by law,
23 the constitutionality or legality of defendant's sentence, provided
24 it is within the statutory maximum; (e) the amount and terms of any
25 restitution order, provided it requires payment of no more than
26 \$5.947 million; (f) the term of probation or supervised release
27 imposed by the Court, provided it is within the statutory maximum;
28 and (g) any of the following conditions of probation or supervised

1 release imposed by the Court: the conditions set forth in Second
2 Amended General Order 20-04 of this Court; the drug testing
3 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
4 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

5 20. The USAO agrees that, provided all portions of the sentence
6 are at or below the statutory maximum specified above, the USAO gives
7 up its right to appeal any portion of the sentence, with the
8 exception that the USAO reserves the right to appeal the amount of
9 restitution ordered if that amount is less than \$5.947 million.

10 RESULT OF WITHDRAWAL OF GUILTY PLEA

11 21. Defendant agrees that if, after entering a guilty plea
12 pursuant to this agreement, defendant seeks to withdraw and succeeds
13 in withdrawing defendant's guilty plea on any basis other than a
14 claim and finding that entry into this plea agreement was
15 involuntary, then the USAO will be relieved of all of its obligations
16 under this agreement.

17 EFFECTIVE DATE OF AGREEMENT

18 22. This agreement is effective upon signature and execution of
19 all required certifications by defendant, defendant's counsel, and an
20 Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 23. Defendant agrees that if defendant, at any time after the
23 signature of this agreement and execution of all required
24 certifications by defendant, defendant's counsel, and an Assistant
25 United States Attorney, knowingly violates or fails to perform any of
26 defendant's obligations under this agreement ("a breach"), the USAO
27 may declare this agreement breached. All of defendant's obligations
28 are material, a single breach of this agreement is sufficient for the

1 USAO to declare a breach, and defendant shall not be deemed to have
2 cured a breach without the express agreement of the USAO in writing.
3 If the USAO declares this agreement breached, and the Court finds
4 such a breach to have occurred, then: (a) if defendant has previously
5 entered a guilty plea pursuant to this agreement, defendant will not
6 be able to withdraw the guilty plea, and (b) the USAO will be
7 relieved of all its obligations under this agreement.

8 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

9 OFFICE NOT PARTIES

10 24. Defendant understands that the Court and the United States
11 Probation and Pretrial Services Office are not parties to this
12 agreement and need not accept any of the USAO's sentencing
13 recommendations or the parties' agreements to facts or sentencing
14 factors.

15 25. Defendant understands that both defendant and the USAO are
16 free to: (a) supplement the facts by supplying relevant information
17 to the United States Probation and Pretrial Services Office and the
18 Court, (b) correct any and all factual misstatements relating to the
19 Court's Sentencing Guidelines calculations and determination of
20 sentence, and (c) argue on appeal and collateral review that the
21 Court's Sentencing Guidelines calculations and the sentence it
22 chooses to impose are not error, although each party agrees to
23 maintain its view that the calculations in paragraph 14 are
24 consistent with the facts of this case. While this paragraph permits
25 both the USAO and defendant to submit full and complete factual
26 information to the United States Probation and Pretrial Services
27 Office and the Court, even if that factual information may be viewed
28 as inconsistent with the facts agreed to in this agreement, this

1 paragraph does not affect defendant's and the USAO's obligations not
2 to contest the facts agreed to in this agreement.

3 26. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty plea, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 27. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

19 /////

20 /////

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Jason C. Pang

November 21, 2024

JASON C. PANG
ALEXANDER SU
Assistant United States Attorneys

Date

Syl
SYLVEIN WILLIAM MAXIMILIAN
D'HABSURG XVII
Defendant

11-21-2024
Date

B
BRYAN THOMAS
Attorney for Defendant
SYLVEIN WILLIAM MAXIMILIAN
D'HABSURG XVII

11-21-2024
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),

1 of relevant Sentencing Guidelines provisions, and of the consequences
 2 of entering into this agreement. No promises, inducements, or
 3 representations of any kind have been made to me other than those
 4 contained in this agreement. No one has threatened or forced me in
 5 any way to enter into this agreement. I am satisfied with the
 6 representation of my attorney in this matter, and I am pleading
 7 guilty because I am guilty of the charge and wish to take advantage
 8 of the promises set forth in this agreement, and not for any other
 9 reason.

10 
 11 _____
 12 SYLVEIN WILLIAM MAXIMILIAN
 13 D'HABSBURG XVII
 14 Defendant

11-21-2024
 11 _____
 12 Date

15 CERTIFICATION OF DEFENDANT'S ATTORNEY

16 I am SYLVEIN WILLIAM MAXIMILIAN D'HABSBURG XVII's attorney. I
 17 have carefully and thoroughly discussed every part of this agreement
 18 with my client. Further, I have fully advised my client of his
 19 rights, of possible pretrial motions that might be filed, of possible
 20 defenses that might be asserted either prior to or at trial, of the
 21 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
 22 Sentencing Guidelines provisions, and of the consequences of entering
 23 into this agreement. To my knowledge: no promises, inducements, or
 24 representations of any kind have been made to my client other than
 25 those contained in this agreement; no one has threatened or forced my
 26 client in any way to enter into this agreement; my client's decision
 27 to enter into this agreement is an informed and voluntary one; and
 28 the factual basis set forth in this agreement is sufficient to

1 support my client's entry of a guilty plea pursuant to this
2 agreement.

3 

4 BRYAN THOMAS
Attorney for Defendant
5 SYLVEIN WILLIAM MAXIMILIAN
D'HABSBURG XVII
6

11-21-2024
Date